

1904-050 Chancery Causes: Star Clothing & Shoe Co] vs. E. G. Saulsberry & Co]  
Lee Co.

Allen, Miller, Saulsberry, Moore, Baker, Carter, Burnett,  
Kirk, Sprinkle, Jackson

CA-Debt

T-Property  
Business

Additional Information:

Stave & ten-bark business



To the Honorable, H.A.W. Skeen, Judge of the Circuit Court for Lee County:

Humbly complaining, your orators, James M. Allen, and A.W. Miller, late merchants and partners in trade, doing business under the firm name of the Star Clothing and Shoe Company, would respectfully represent unto your honor, that E.G. Saulsberry, and R.B. Moore, partners in the stave and tan-bark business, under the firm name of E.G. Saulsberry & Company, in the Spring of 1900, he bought from one G.W. Pennington and others in this county quantities of tan-bark, peeled and to be peeled; that they themselves, and through their agents employed various persons to peel said bark, rick and haul the same to the railroad station at Pennington Gap, Lee Co., Va.; that the said defendants contracted with your orators, who were then conducting a general mercantile business in the town of Pennington Gap, Lee Co., Va., <sup>for them</sup> to hire men and pay off <sup>whom they had hired and</sup> men, who were peeling and getting out to the railroad said bark; that under the foregoing arrangement and agreement, <sup>your orators</sup> did hire men for them and pay off the men who were working at said bark to the extent of several hundred dollars—all of which said defendants have paid your orators, except the sum of \$101.30 which is evidenced by an itemized account herewith filed, marked "A" and prayed to be taken as a part of this bill, and which sum the said defendants fail and refuse to pay to your orators; that said sum and claim for \$101.30 is <sup>are entitled to</sup> just and unpaid to your orators, and they ~~shall~~ recover from said defendants the same with interest thereon from the 29th. day of August, 1900; that both of said defendants are non-residents of this State, but have effects therein, and in this county; and that ~~the~~ <sup>your orators</sup> have had made the necessary affidavits under the statutes of this State and here file the same, marked "Affidavits", and pray that the same be taken as a part of this bill.

Now the facts and circumstances set out and stated <sup>+</sup> as aforesaid, your orators are advised, that they are under the laws of this State, entitled to have sufficient of the estate of the said E.G. Saulsberry and R.P. Moore attached and held until the final order in this cause.

The premises considered, your orators are advised that they are entitled to maintain this suit in equity; ~~xxxx~~ that they are entitled to have a judgment in this court for their said debt against said defendants; that they are entitled to have a sufficiency of said defendants' estate attached <sup>to</sup> to pay



said claim of your orators, together with all interest and the costs of this suit; and that they are entitled to have the estate of said defendants so attached sold under the order of the court to pay the said claim, its interest, and costs. The prayer, therefore of your orators are that the said E.G. Saulsberry and R.B. Moore be made parties defendants to this bill of complain; that they be required to answer the same, but they need not do so on oath, as that is waived; <sup>to pay said debt, interest & costs of this suit</sup> that enough of the estate of the said defendants be attached, and held until the final order of the court in this cause; that your orators be given judgement for their said claim and interest and the costs of this suit; that an order of publication be made and posted as the law requires in cases of non-resident defendants; and that ~~all~~ other, further and general relief be ~~awared~~ your orators that the nature of their cause and good conscience may require. And they will ever pray, etc. May Spa. issue, etc.

-----Punnington Bros-----P.A.



State of Virginia,

Lee County, to-wit:

This day C.W. Allen, agent for James H. Allen, ~~A.W. Miller, and C.W. Allen~~, late partners intrade under the style and firm name of the Star Clothing & Shoe Company, ~~xxxxxxx~~ <sup>about to be</sup> plaintiffs in a certain suit in equity instituted in the Circuit Court for Lee County, ~~xxxxxxx~~ against E.G. Saulsberry and E.B. Moore, partners in the stave and tan-bark business, and doing business under the style and firm name of E.G. Saulsberry & Company, defendants, to recover from said defendants a debt, personally appeared before me a justice of the peace in and for said county and State, and made oath:

- (1). That he verily believes the claim of said plaintiffs is just;
- (2). That he believes that the said plaintiffs are entitled to, or ought to recover at the least, in the said suit, a debt for the sum of one hundred and one dollars and thirty cents, with interest thereon from the 29th day of August, 1900; and
- (3). That to the best of said affiant's belief, the said E.G. Saulsberry and E.P. Moore ~~are~~ not residents of this State, and have effects ~~in~~ or have debts owing to them within the said county of Lee, in which said suit is pending.

Given under my hand this the 9 day of October, 1900.

*J. H. Skaggs* J.P.



Virginia,

Lee County, to-wit:

This day C.W. Allen, appeared in person before me, a justice of the peace in and for the county and State aforesaid and made oath that E.G. Saulsberry and R.B. Moore against whom there is about to be instituted a suit in equity in the Circuit Court for Lee County, are not residents of this State.

Given under my hand this the 9 day of Oct. 1900.

J. H. Skaggs J.P.



Filed Oct 10<sup>th</sup> 1900  
A B Munsey Clerk



E. G. Sautsbury & Co.

In apt with

Star Clothing & Shoe Co.

1900

July 28	To 154 lbs. corn per Chas. Owens @ 70¢	1 92
Aug 2	" 150 lbs corn " do 70¢	1 88
7	" 150 " " " do 70¢	1 88
10	" 144 " " " do 70	1 80
10	" 85 " Hay " \$1 <sup>00</sup>	85
15	" Order P.d. " "	3 50
15	" 75 lbs. Hay " \$1 <sup>00</sup>	75
29	" Order p.d. W. C. Parris	2 10
" 15	" Amk. p.d. Arthur Kirk	5 50
" 17	do	5 20
" 17	"	4 97
" 16	"	5 57
" 14	"	4 35
" 13	"	5 00
" 13	"	5 67
" 13	"	4 57
	To apt of H. K. Sprinkle assigned to us for value	15 00
	To apt. of John M. Carter assigned us	16 50
	To " of H. M. Roberts & Barnette for peeling & making tan bark	14 29
		\$101 20



Star Clothing & Shoe Co

vs } Bies in Chan.

Ed. G. Saulsbury & Co



The joint and separate answer of  
C. G. Saulsbury <sup>and</sup> R. B. Moore partners in  
the stave and tanbark business under  
the firm name of C. G. Saulsbury & Co.,  
to a bill of complaint exhibited against  
them in the Circuit Lee County by  
James M. Allen and A. W. Miller late  
merchants and partners in trade under  
the firm name of Star Clothing <sup>and</sup> Shoe  
Co., complainants.

These respondents answering say  
that

True it is they have bought various  
quantities of tanbark, peeled and to  
be peeled in this county; that they them-  
selves, and through their agents,  
have employed various persons to peel,  
rick and haul the same to the rail-  
road station at Pennington's Gap, Lee  
County, Va.

That these respondents ever con-  
tracted with complainants to hire <sup>money for them</sup> <sup>and</sup>  
pay off men who were peeling and  
getting out to the railroad said bark,



and that complainants did hire men for them and pay off men who were ~~putting~~ working at said bark under any such arrangement or agreement to the extent of several hundred dollars, is wholly unfounded and untrue.

There never was made <sup>and</sup> never existed between these respondents & the complainants any such contract, arrangement or agreement under which respondents paid any amount as charged in the bill; they owe the complainants nothing whatever under any such or any other agreement or contract and the charge that \$101.30 is due them from these respondents is untrue <sup>and</sup> false.

And having fully answered the complainants bill, respondents pray to be hence dismissed with their reasonable costs <sup>by them</sup> in this behalf expended, <sup>and</sup> they will ever pray &c.

C. G. Saulsbury  
R. B. Moore

J. H. Gibson p.d.



Star Clothing and Shoe Co.  
vs  
Answer

E. J. Saulsbury & Co.  
Filed in open court and  
by leave thereof Nov<sup>r</sup> 12  
1900. A. B. Munsey Clerk



To the Hon.H.A.W.Skeen Judge of the Circuit Court for Lee County Virginia.

The supplemental answer of E.G.Saulsbury and R.B.Moore, partners in the stave and tanbark business, under the firm name and style of E.G.Saulsbury and Co. to a bill of complaint exhibited against them in the circuit court for Lee County, by J.M.Allen and ~~R.R.Moore~~ A.M.Miller, partners in trade under the firm name of "STAR CLOTHING AND SHOE CO.", complainants.

For further answer to said bill, answering, respondent says:-

That they have overpaid the complainants the sum of        dollars which payment was made to complainants by mistake; that complainants when their notice was called to the mistake promised to repay the said amount in the future settlements of their accounts; that the respondents trusted them to repay said amounts in the settlements that took place after the payment was made; that complainants wholly failed to repay said amount when the settlements were made, which fact was not suspicioned and was wholly unknown to the respondents until after their answer was filed and evidence taken.

Respondents state that the said amount of        dollars was due them at the time and before this suit was matured, and that the only reason why said amount was not mentioned in the original answer is the fact that it was unknown to the respondents that said amount had not been re-paid in the final settlement ~~xx~~ between the complainants and respondents.

Respondents therefore pray that this their supplemental answer be filed in the case; that the said amount of        dollars be adjudged, ordered and decreed to be, and allowed as, an off-set against the amount claimed by the complainants, should anything be adjudged to be due them by this court upon a final hearing of the cause, which is not admitted by respondents; that this court so adjudge order and decree that judgment over against complainants for the



the said amount of        dollars,as well as the costs of this case,  
be given in favor of these respondents,in case this court should  
find that nothing is due them under that ~~original~~ allegations in  
their bill,and as is contended by respondents.

And having fully answered said bill,respondents pray to be  
hence dismissed with their reasonable costs etc.and they will ever  
pray.

E. J. Saulsbury  
R. B. Moore,

By T. H. Gibson *per d.*



E. G. Saulsbury & Co.  
ads 3 Supplemental Answer.

Star Clothing & Shoe Co.

Filed February 28<sup>th</sup> 1901

A. B. Munsey Clerk



Star Clothing and Shoe Co..

Pl'ffs.

v.

E.G.Saulsbury and Co.

Def'ts.

This cause came on again this day to be heard upon the papers formerly read herein and was argued by counsel. On consideration whereof, and it appearing to the court that the whole amount of the judgement, with costs, formerly entered herein has been paid by the defendants, it is adjudged, ordered and decreed that this cause be stricken from the docket.



Ston Clothing & Shoes  
13 Deere Finial  
E. G. Danlinsky & Co

---

Entered on C. B. 6  
P. 534.

Enter this

H. A. Wilson  
Mch 12th 1901



Star Clothing & Sho Co.

vs

E. G. Saulesberry & Co.

This cause came on this day to be heard upon the bill of the Complainants and exhibit filed therewith, the answer and amended answer of the defendants, and general replication of the Complainants to said answers, the depositions of witnesses for both the plaintiffs and defendants,

and was argued by counsel for both parties; On consideration of all which, and for reasons appearing to the Court, it is adjudged, ordered and decreed that said Complainants recover from said defendants the sum of \$101.30 with interest thereon from the 29<sup>th</sup> day of August 1900, till paid, and the costs of this suit. and they are hereby directed to pay the same to said Complainants, and this cause is continued.

For reasons appearing to the Court it is further adjudged, ordered and decreed that said Complainants had lawful grounds to seek out ~~an~~ attachment in this cause, and by reason of the <sup>levying</sup> ~~service~~ of such attachment



by J. P. Ealy deputy Sheriff for Lee County, said Complainants have a lien on the property of the defendants so attached by said deputy sheriff to wit: "on a quantity of dressed staves in Lee County in Pennington Gap, and estimated at 7000", It further appearing to the court that said defendants gave to the officer levying said attachment which the said officer returned to the Clerk of this court and the same was filed in the proceedings of this cause, with one Olin C. Gibson as surety, wherein among other things the said ~~of~~ obligors to said bond bound themselves to perform such decree as might be rendered by the court in this cause, it is therefore adjudged, ordered and decreed that the said defendants and Olin C. Gibson surety on said bond, ~~and~~ taken in this proceeding on the 23 day of October 1900, do deliver to the said J. P. Ealy deputy Sheriff of Lee County, so much of the property attached on in this cause, and returned to the said defendants, at Pennington Gap Lee County, Virginia, at 12 o'clock noon on the 2<sup>nd</sup> day of April 1901; and



the said deputy sheriff will then proceed to ~~sell~~ the same, or so much thereof as shall be necessary, to satisfy the said recovery of the said sum of \$101<sup>30</sup> its interests, and costs of this suit, and the costs of the sale thereof.

And he will report his proceedings to Court.

It is further adjudged, ordered and decreed, that if said defendants fail or refuse to pay said recovery its interest, and the costs of this suit; on or before the said second day of April 1901, and shall also fail or refuse to deliver said property so attached on, to said deputy sheriff at Pennington Gap Lee County, Virginia on or before 12 o'clock noon on the 2<sup>nd</sup> day of April 1901, a rule is hereby awarded against said defendant and the said Olin C. Gibson, returnable to the first day of the next term of this Court, to show cause if any they can, why judgment shall not go against each and all of them for said \$101<sup>30</sup> with the interest thereon and the costs of this suit.



Star Clothing & Shoe Co.  
vs Decree.

E. G. Saulsbury & Co

Entered on  
O. B. No 6, \$77

Entered this  
March 8<sup>th</sup> 1901

H A W Stur



Star Clothing And Shoe Co.  
vs  
E. G. Saulsbury } Inchy.

This cause came on this day to be heard upon the complainants bill, exhibits and papers filed therewith And was argued by counsel. On motion, leave is granted the defendants to file his answer, to which the plaintiffs reply generally, and the cause is continued.



E. G. Saulsbury & Co  
ads & answer

Star Clothing & Shoe Co.

Entered our library  
O. B. No 6 Page 460

Enter this  
H. A. W. Shum  
Nov 12th 1900.



*\$ Star Clothing & Shoe Co.,*

*vs*

*E. J. Saulsbury & Co.*

*In Chancery*

This cause came on this day to be heard upon the complainant's bill, exhibits and papers filed therewith and was argued by counsel. On motion, leave is granted the defendant to file his answer, and the cause is continued.



Star Clothing & Shoe Co.,

vs

E. H. Saulsbury & Co

Entered on Chy  
O. G. 6. P. P. 445-

Enter this

HAWDEN

Nov. 12th, 1900.



The depositions of E. G. Saulsbury ~~J. W. Baker~~ taken before me A. G. Hyatt, a Notary Public in & for the County of Lee & State of Virginia, at the store of J. R. Gibson & Sons in Remington Gap, in said County of Lee on the 6th day of Feb'y 1901, by agreement of parties plaintiff & defendant, to be read in evidence in behalf of the defendants in a certain suit depending in the Circuit Court of Lee County, Va, wherein J. W. Allen & A. W. Miller, Late merchants & partners in trade under the firm name of "The Star Clothing & Shoe Co.", are plaintiffs and E. G. Saulsbury and R. W. Moore partners in the store & lumber business under the firm name of E. G. Saulsbury & Co. are defendants.

Present: J. C. Noel For plaintiffs.  
" J. R. Gibson " defendants.

E. G. Saulsbury, a witness of lawful age, first being duly sworn, deposes & says:

Ques. (1) What is your age, residence & occupation?

Ans. I am 33 years old, residence Eminence, Ky, occupation, store business, farming &c.

Ques (2) What connection have you with this suit if any?

Ans. I am one of the defendants.



Ques.  
(3)

If you or E. H. Sausbury Co. owe the Star Clothing & Shoe Co. anything state what it is?

Ans.

I don't owe them anything at all as their account was paid in full about Aug. 10 th. to 20 th. 1900. by draft drawn by C. W. Allen with the orders & store tickets attached.

Ques.  
(4)

Please state when you first paid pliffs anything, as near as you can, for whose benefit and at whose request? And state any conversation that occurred between you & pliffs when said <sup>first</sup> payment was made?

Ans.

The first payment I made to pliffs was in June 1900 I think. I paid Mr. J. W. Baker's account off in full at the J. W. Baker's request; which payment was charged to J. W. Baker's account on my books. I told Mr. Mark Allen to never charge anything to J. W. Baker expecting me to pay it again. What store tickets he cashed of mine and back tallies signed by J. W. Baker & what orders given by Baker for work done on the yard he could charge to my account and make drafts or I would send him checks whenever he got \$200 or \$300



dollars worth on hands. I charged Mr. Woot Allen very particular that I would not be responsible for any of J.W. Pennington's orders or anyone on the outside; for I was afraid Pennington was going to come up short.

Ques 5.

How long after you made the payment above referred to did you move your business away from the plaintiff's store and why did you move your business?

Ans.

I moved the business away from their store about the 1st of August. I went to their store about the 18th day of July to settle up with them at that time and I found Mr. Miller at the store instead of Mr. Allen & he told me that Mr. Allen was away & I told him to make drafts for all my account & orders & store tickets he had on hands and he made the drafts a few days afterwards of \$460.00 I think. I gave them checks of \$54 + something to square the book account, but said at the time that Mr. Woot Allen had some of the tickets in his pockets & he did not know where

just after the \$60 draft was made I think it was.



they were). I was up a short while afterwards, about Aug 1st, & notified Mr. Miller, the young gentleman who was in the store, not to pay any orders off against me don't matter who they are signed by as I had transferred my acct to Mr. Gibson & Sons, & I also saw Mr. Woot Allen on the yard the same day & I also notified him. And I also went to Mr. J. W. Baker, the man who was working for me on the yard & told him to send all the stove tickets & bark tickets to Gibson & Sons as I had closed my account with the plaintiffs & I wanted all the business transacted at Gibson & Sons instead. I moved my business because I didn't think I had been treated fairly by Mr. Woot Allen.

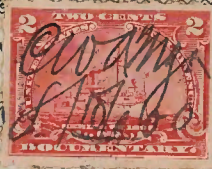
Ans (6)

When you notified Mr. Miller & Mr Woot Allen as above & the statement was made concerning Mr. Allen's having tickets in his pockets &c. if any directions were given by you concerning the tickets Mr. Allen had



RENNINGT

BANK.



\$216

Sp, Va.

August 10 1899

1900

Pay to the order

of Our selves  
Two Hundred Sixteen  $\frac{20}{100}$  Dollars,

For orders paid, stored & Bot

Value received, and charge to account of

E. G. Salsbury & Co, Store Clothing & shoes

Not Emmence By C. W. Allen



Star Clothing & Shoe Co

PAY LOUISVILLE, KY.  
FOR THE BANK OF  
PARRINGTON, CA.  
PARRINGTON, CA., VA.  
A. C. HYATT, Cashier.

PAY  
Deposit Bank, Eminence, Ky.

LOUISVILLE NATIONAL BANKING CO,  
LOUISVILLE, KY.

JOHN H. LEATHERS,  
Cashier.

No. 4527

PAY TO THE ORDER OF  
Any Bank or Banker,  
FIRST BANK of Eminence, Ky.  
W. S. WILSON, Cash'r.



please state what those directions were & the results?

Ans.

I directed Mr. Miller to have Mr. Allen to get all of his tickets & tallies up and draw a draft on them into the office at Eminence, Ky. which he did & the draft amounted to \$216 or something, the draft was paid between was paid between the 10th and 20th of Aug. 1900. Which draft I have filed and make part of this deposition.

(Ques 7)

When were you first notified of this account here sued on, (what was said at the time)?

Ans

I think about Oct. 1st 1900 Mr. West Allen ask me if I was going to pay J.W. Baker's account. I told him, I was not; then he says I have an account against you; And I asked him "let's see it" & he got his book and looked at ~~defendants~~ acct & said that their account was square & he turned to J.W. Baker's account & told me he expected me to pay it, which I refused to do. I stepped out to see Mr. Baker & told him that Mr. Allen had an account against him for \$50 or \$60 & wanted me to pay it and he replied



back saying that he had an account about the same size against them. As I told him that he had better go ahead & settle it up as I didn't want to be damned for somebody else's accounts.

The foregoing answer so far as it details the conversation had by the witness with J. W. Baker, ~~and~~ not in the presence of C. W. Allen or the plaintiffs, is ~~accepted~~ to because self-serving and hearsay.

J. C. Noel for Plffs.

Ques (8)

Why did you refuse to pay the account mentioned above?

Ans

Because we don't owe it.

(Ques 9)

I noticed in the depositions taken for plffs in this case that it is stated that the defendants had a team here in Pennington Gap that was driven by Chas. Owens for said defendants. ~~and~~ also notice items charged to defendants for corn & hay gotten for said team for by said Owens. State if ~~the~~ what you know in regard to the team & items referred to.

Ans.

I did not own any team at that time at Pennington Gap. I accepted a team from J. W. Baker along about Sept or



October & credited his account with it for \$130.00.

Ques 10. Who owned the team before you accepted it from Baker & gave him credit for it, if you know?

Ans I don't know unless Baker owned it himself. He told me he had bought it for another party & taken it back. I don't know who the party was.

Ques 11 In the plffs deposition taken in this case it is stated that Mrs. J. W. Baker directed Mr. C. W. Allen to let Chas. Owens have hay & corn to feed the team with that was mentioned above. Please state if Mr. Baker had any authority to have such corn & hay charged to defendants or to buy horses, hay & corn for defendants.

The foregoing question and any answer thereto is objected to because leading and suggests the answer desired, by its recital of what is contained in Plffs depositions.

J. C. Noel for Plffs.

Ans No sir.

Ques 12 What was the authority did Mr. J. W. Baker have as agent for defendants at Pennington Gap during the ~~year~~ Spring & Summer of 1900.



Ans

He was working for defendants <sup>on a salary</sup> for so much a month. He was to buy & inspect staves & he was to furnish ~~us~~ with what bark was delivered at this station at \$6.00 per cord of 2400#, which ~~we~~ <sup>we</sup> were to pay for through <sup>him</sup>; but ~~we~~ were not to be responsible for any contracts he made <sup>and</sup> advanced money out on, as I advised him at the time that it wouldn't do to advance money on tanbark. Mr. Baker has credit for every cord of bark that was shipped from this station & he is charged with all he advanced ~~charged~~ out & lost which amounts to \$300/\$400. And he says he has brought suit against J. W. Pennington for the amount advanced & charged to his account.

The foregoing answer is objected to, so far as it relates to advice given by defendants to J. W. Baker concerning tanbark, because immaterial, and so far as it relates to the charges against J. W. Baker for losses on tanbark, and what J. W. Baker said about having brought suit against J. W. Pennington, because self-serving and hearsay.

J. C. Noel for Plffs.



Ques. 13

If the defendants have ever held out to the Public generally or to private parties that J.W. Baker had authority to do anything further than buy & inspect tanbark & staves ~~at~~ at Pennington Gap, <sup>for them</sup> state ~~what~~ when and how they did so?

Ans

They never ~~did~~ at any time.

Ques 14

If you ever stated to Mr. <sup>Woot</sup> Allen that the defendants would take all the tan bark he could get outside of your own contracts <sup>out side of</sup> or contracts made for defendants by J.W. Baker, state when & where it was?

Ans

I don't remember of ever having any such conversation at all ~~to~~ Mr. Allen was speaking to me to day in regard to it.

Ques 15

If Mr. Baker ever had authority from defts, or was so held out by them, to buy horses & contracts ~~defts. or by them~~ <sup>defts. or by them</sup> for them, state about it?

Ans.

No sir.

### X Examination

Ques (1)

Who had the authority to load and ship your staves at Pennington Gap, during the Spring, summer and early autumn of 1900?



Ans Whenever I had an order for any thing, I instructed the man I had here, to load it.

Ques 2<sup>d</sup> What Man generally received and executed such instructions?

Ans. Mr. J. W. Baker, Mr. D. S. Forester  
Mr R B. Moore and Bob King.

Ques. 3 Is it not a fact that J. W. Baker received and carried out such instructions generally?

Ans He did whenever he was here and was ordered to do it;

Ques 4 While loading said staves, did J. W. Baker not have the authority to employ men and teams, to convey said staves to the cars, for defendants?

Ans Yes Sir.

Ques 5 Did not the team mentioned in your deposition in chief work for the defendants on their yard while said staves were being loaded?

Ans Not to my knowing! It may have worked some.

Ques 6 Were the defendants ever charged for the use of said teams while



Ans working on said yard? if so by whom?  
Nat- as I know of?

Ques 7 If said team was used then  
on said yard, did nat- the  
defendants get- the benefit of such use?

Ans If the team was so used, and  
its time was nat- sent- in, of course  
the company got- the benefit- of it,  
and Mr Baker should have ~~credit~~ credit for it.

Ques 8 Did the defendants give Mr J W.  
Baker credit- for the use of the other  
teams engaged by Mr. Baker to  
work on yards at Pennington Gap  
and at Crab Orchard, and for hauling  
staves from the Crab Orchard, or did  
~~you~~ <sup>they</sup> pay for the use of said teams  
on the orders of said Baker?

Ans I think they were paid for by order.

Ques 9 Did J W. Baker get- credit- for the  
~~work~~ work of said team, while at the  
work in the Crab Orchard, and on the  
yard, and for hauling from there?

Ans I don't think the team worked on the yard  
there, and Baker claims he got no credit-



for it, and I don't think myself that he has had.

Ques 10

When you changed your place of business from the plaintiffs store to the store of J. R. Gibson and sons, did you notify the plaintiffs, or their manager C. W. Allen, or N. C. Miller that you were making or intended to make the change?

Ans

Yes sir, I notified both Mr C. W. Allen and Mr N. C. Miller, but not together. I notified Mr. Miller while Mr Allen was gone to Cincinnati, and I am not certain that I notified Mr. Allen until I had changed it.

Ques 11

When and how did you notify Mr. C. W. Allen?

Ans

On the yard at the time I told him to make draft, and attach all the tallies he had in his possession, and he made draft on us between the 10 & 20 of August with orders, store and bank tickets attached.

Ques 12

Prior to the time Mr. Allen made draft on you, that is prior to Aug 10, 1900,



did the defendants not pay off all  
bark tallies presented them by the  
plaintiffs, signed by J. W. Baker?

Ans

If there were any signed by J. W.  
Baker they were paid off?

Ques 13

Did not a large part of the indebted-  
ness which you claim to have paid off  
to the plaintiffs, that is did not a  
considerable part of the business transaction  
of the defendants, with the plaintiffs  
arise from the bark tallies which ~~the~~ were  
given for the bark purchased by J. W. Baker  
for the defendants?

Ans

Yes a considerable part of it?

Ques 14

Did not the plaintiffs accept alike  
both bark and stove tallies, and  
did not the ~~plaintiffs~~ <sup>defendants</sup> pay off to the  
plaintiffs alike both bark and stove  
<sup>for bark and stove</sup>  
tallies, which had been purch by J. W. Baker?

Ans

Yes Sir: But I told Mr. Allen to keep  
the bark and stove account separate, but he did not.

Ques 15

Did you ever notify the plaintiffs  
that Baker did not have the same  
authority to to purchase bark ~~the~~ defendants  
as he had to purchase stoves for defendants.

I told Mr. Allen that the bark come through



Mr. Baker, and if there was any loss  
Baker had to bear it, and I would not  
be responsible for any goods he advanced  
out on Bark for Baker, as I only paid  
Baker \$6.00 per cord of 2400 lbs. f.o.b. cars.

Ques. 16 Did you not tell Mr Allen that  
he must charge both the bark and  
stove tallies <sup>to you</sup> if he expected you  
to pay ~~for~~ them?

Ans I told him to charge them both to  
me, but to keep them separate; this  
was done that all ~~the bark that~~ <sup>that</sup> was paid for bark  
was to be charged to Baker's account -  
by my bookkeeper. The bark was  
Baker's business, and we were to pay  
only for bark which was actually brought  
in and shipped. Whenever any bark was  
delivered at Pennington Gap and inspected,  
we assumed the payment for ~~the~~  
tallies given therefor, but we were not  
to pay for <sup>or</sup> be responsible for bark contracted  
for by Baker and not delivered.  
But any deals made by Mr. Baker with the  
plaintiffs, after about Aug 1<sup>st</sup> 1900, after  
I had notified the plaintiffs, I was not  
to be responsible for?



Ques 17 Did you not some time between the 12<sup>th</sup> and 20 of July 1900, ask Mr. W. Allen, to employ teams to haul out the G. W. Pennington bark, or a part of it, and did he not in your presence speak to N. L. Sprinkle, N. J. Jackson and others, to get them to haul said bark?

Ans I have no remembrance of getting Mr. Allen to do any business, I quite often asked Mr. Allen why those people did not get the bark via; he said he guessed it was because they had no teams. I said I believed I would look around and try to get some teams. he said he would go with me. We saw three or four different parties, they were all strangers to us, but I don't think we got any of them to agree to haul, I think this time was in June instead of July.

Ques 18 Did not Mr. Allen afterwards get some of these same parties to haul part of the said bark; with N. J. Jackson, N. L. Sprinkle and J. M. Carter, and did you not pay them?



for the bark, which Jackson hauled  
and refused to pay for the hauling  
done by Jackson, Sprinkle and  
Carter?

Ans. I never refused to pay any hand bills  
presented by Mr. Allen when he had an  
order for them. The only account I ever refused  
to pay the plaintiffs was a personal  
account of J. W. Baker, which they wanted

Ques. ~~Did Mr. Allen~~ me to pay, that was made  
by him after the <sup>28</sup> day of ~~August~~ <sup>July 1900</sup>?  
Three items in the plaintiffs bill of  
particulars, have ~~have~~ never been presented  
to me for payment, to wit: the accounts  
of H. L. Sprinkle for \$15.00, J. M. Carter \$16.30  
Roberts and Barnetts, \$14.29, and I never heard  
of them before.

Ques. 19 Did not C. W. Allen show you the  
items you mention in your preceding answer  
in the town of Pennington Gap, on the  
sidewalk near Gibsons store, and also  
in J. W. Bakers office, say in August, 1900?

Ans. No sir.

Ques. 20 And did not refuse to pay the said items  
because they were not "oked" by D. S. Forester?



Ans I did not; I had not seen them.

Ques 21 At the time you were together in J.W. Baker's office <sup>about Sept-1st-1900</sup> did not C.W. Allen show you the whole account sundries, and did you not point <sup>out</sup> some items such as shoes and clothing which J.W. Baker had gotten for his own use, and did you not check off said items for shoes and clothes, and say that you were not showing and clothing Baker, and that the plaintiffs would have to look to Baker for those articles?

Ans No, Sir.

Ques 22 When you paid tallies for bark, to peffs. what price would you pay them for said bark per cord?

Ans. I would pay them six dollars per cord.

Ques 23 If Baker received only \$6<sup>00</sup> <sup>per cord</sup> and you paid on the bark tallies \$6<sup>00</sup> per cord, what did Baker get for buying said bark?

Ans He had a salary from me.

Ques 24 Then should you not pay for all the bark you received, which Baker contracted for



Mr.

to the parties he purchased if from?  
Objected to because argumentative.

Ans.

If we received any bark which we have not paid for already, we should pay for it of course, but we have paid off every tally that was presented to us which had been signed by any of our men.

Tues. 25

If you received the bark from the plaintiffs to the amount of the items charged in the plaintiffs bill of particulars as amounts paid A. S. Parrie and to Arthur Kirk, should you not pay them. therefore, if you have not already done so?

Objected to because hypothetical & argumentative.  
Certainly, I should.

Ans

Tues 26

Under your contract for bark with J. W. Baker, are not the haul bills for all bark which the defendants received, proper charges against the defendants?

Yes sir; at the prices were paying.

Tues

~~Why not?~~



And further this deponent saith not  
A. G. Sausbury

Virginia Lee County, to wit  
The foregoing deposition  
of Elj Sautsbury was duly  
taken, subscribed and sworn  
to, before me at the place  
and for the purpose mentioned  
in the caption.  
Given under my hand  
this 6<sup>th</sup> day of February, 1901.  
Alfred H. [illegible] Notary Pub-  
lic Lee County Va.



Stor Clothing & Shoes  
W. E. Deposition  
Elphinstone & Co.

Feb 26/1901

Received by mail in  
good condition & filed  
February 28th 1901.

A. B. Munsey Clerk

Cost:—  
Notary Fee 75¢



The Depositions of J. W. Baker  
taken before me A. G. Hyatt, a Notary  
Public in & for the County of Lee in  
the State of Virginia, the 1st day of March  
1901, at the office of E. W. Pennington, in  
Pennington Gap, Va., by agreement of  
parties, to be read in evidence in be-  
half of E. G. Lards the defendants in  
a certain suit depending in the  
Circuit Court for Lee County, Virginia, in  
which J. M. Allen & A. M. Miller, partners  
under the firm name & style of  
Star Clothing & Shoe Co. are plaintiffs &  
E. G. Lardsbury & R. B. Moore, partners  
in the slave & tanbark business are  
defendants.

Present: T. H. Gibson for defendants.  
" E. W. Pennington a plffs.

J. W. Baker a witness of lawful age  
after first being sworn deposes & says:

Ques. What is your age, residence & occupation?  
Ans. If you ever had any connection with  
the firm of E. G. Lardsbury & Co. state when  
& what it was.

Ans. Yes, I was their agent at Pennington



Gap during the year 1900.

Ques 2. If the defendants <sup>ever</sup> paid the plaintiffs any amount that they were not liable for state when or what it was.

Objected to because question asks him a conclusion of law & not facts. It is not for witness to say whether defendant is liable or not on any payments made by plaintiffs for defendants. <sup>Bennington for defts.</sup>

Ans. About July 2nd 1900, the amount was about \$50.00. There was a small credit of about \$5 or \$7.00.

Ques 2 If you ever called defendants attention in ~~plffs.~~ <sup>presence</sup> to the fact that they <sup>defts</sup> had paid plaintiffs any amount that you had notified plaintiffs you would not stand for for defendants state when it was and what the amount paid was.

Ans On July 2nd 1900; the amount was about \$50 which <sup>should have been</sup> ~~which~~ credited with \$5 to \$7. In other words after the account settlement in July Hughes delivered back to the amount of \$5 to \$7 dollars which should



~~Ques 3~~ be credited on the \$50; but this sum was not nor has not been paid to the plaintiffs, which according to my account would make the defts. have paid the plffs on Hughes' account from \$43 to \$45 too much.

Ques 3 State ~~at~~ any conversation that took place between plffs & defts at the time when you called attention to the overpayment as above stated.

Ans. I don't remember.

Ques 4. State how the mistake happened, if you know.

Ans. This amount was brought in as though I had authorized the way, I suppose it could have been done I suppose plffs to make the advancement.

Ques. If you had ever notified plffs that <sup>before</sup> for defts, that you would not stand good for advancements made to Hughes, state how in what manner it was done & when it was.

Ans I told them I would not stand for ad-



advancements made to Hughes. I don't remember what time it was; but it was after the account had been started.

Ques 5. Did you ever tell piff you would stand for advancements made to Hughes for debts?

Ans No sir.

Ques 6. If plaintiff ever said anything about paying back the above amount or ~~or~~ about making it up <sup>to debts</sup>, state what it was?

Ans Mr. Wort Allen just remarked that he would stand for that. The answer objected to because the promise or undertaking made by Wort Allen is not obligatory upon the ~~def~~ piff.

Ques. 7 ~~Was the~~ If the above amount ~~has~~ ever been re-paid to debts state how?

Ans I don't know as it has or has not been paid. It has not been paid to me for debts.



Ques. 8

In your dealings with plaintiffs after the debt's business was moved from plff's store what was ~~your~~ <sup>the</sup> understanding between you & plff's as to the what would be used to offset the account you continued after said business was moved?

Ans.

After the business was moved the reason why I continued doing business was requested by the plff. that he might collect some debts which he had advanced on hand, and such account made to be paid by defendants.

Ques.

~~And~~ If you had anything <sup>on your books</sup> with which to offset the account filed with plff's bill state what it was?

Ans

I relied upon this of overpayment of \$43 to \$45 to come in the final settlement between plff's & defts.

X E4

Ques. 1

Do you know how much bark J. P. Hughes delivered at Pennington Gap in 1900, and of which was



gotten by Saultsbury & Co. & if  
so how much?

ans. I can't tell exactly, unless  
I had all the books of tallies.

ques. & Did defendants get all  
the lumber which J.P.  
Hughes delivered to Sumner  
Gap in 1900.

Ans. They did so far as I know.

ques. Were you present when  
Saultsbury settled with the  
plaintiffs on July 2<sup>nd</sup> 1900.

Ans. I was.

How much if any sum,  
was counted in and paid  
to the plaintiffs on J.P. Hughes  
account at that time?

ans. I don't remember, but  
about \$119<sup>00</sup>

ques. At that time what was  
said if any thing about this  
payment?

ans. After it had been made,  
I called attention we were  
not to stand for that account  
and North Allen said, he



Ques. would stand or stand good for it. That Hughes had lots of bark; that he had been in the mountain and had seen his bark and <sup>he had</sup> an amount sufficient to pay the balance of the \$119.

Ans. At the time this payment was made how many dollars worth of bark had J. P. Hughes already delivered in Pennington Gap and had been taken up by Salisbury & Co?

Ans. There was from \$65 to \$70 worth, and as stated in my examination in chief Salisbury & Co paid about \$50<sup>00</sup> more than the Hughes bark had come to up to that time.

Ques. After this payment of \$119<sup>00</sup> did J. P. Hughes deliver to the defendants any more tan. bark if so how much?

Ans. He did deliver some but I don't know how much.



I think I took up some  
twenty-odd dollars worth,  
and S. S. Foristers books,  
which I have seen, show  
that he took up from \$15<sup>00</sup>  
to \$17<sup>00</sup> worth.

Ques.

After the \$119<sup>00</sup> was paid  
by Saulsbury & Co to said  
Allen, is it not a fact,  
~~to~~ the tan-bark which  
J. P. Hughes delivered after  
that date, was paid him  
again for at J. R. Gibson  
& Sons store by Saulsbury & Co.

Ans.  
~~Ques.~~

It was all paid for at  
Gibson & Sons store, that  
he delivered after the  
\$119<sup>00</sup> was paid plaintiffs  
except \$5 to \$7<sup>00</sup> and some  
\$3<sup>00</sup> cash, so far as I know.

Ques.

Do you know how much  
Gibson & Sons paid Hughes for  
bark - for bark brought in  
after the \$119<sup>00</sup> was paid?

Ans.

I don't know, but I think some  
\$40<sup>00</sup> or more.



Ques. At the time the \$119<sup>00</sup> was paid, had defendants changed their place of account from plaintiffs to Gibson & Sons?

Ans. They had not.

Ques. In counting in the Hughes \$119<sup>00</sup> account and paying the same was there not ten per cent discounted? In other words, did he not only actually pay \$108. and some cents.

Ans. There was ten per cent discounted from this account.

Ques. Thus as a matter of fact, the defendants knew, when they paid Hughes, at Gibson & Sons store, for the bark delivered after the \$119<sup>00</sup> was paid, they had previously paid to plaintiffs for the same bark.

Objected to because hypothetical and argumentative, and is therefore a mere conclusion which should be drawn by the court.

J. St. Gibson for def.

Ans. They knew that \$119<sup>00</sup> had been



by them or  
paid Hughes ~~on~~ bark, at the  
time they paid Hughes at  
Gibson & Sons store.

Ques. At the time Hughes brought  
in the bark after the \$119<sup>00</sup>  
was paid, did not the defend-  
ants know they had paid  
the plaintiffs the sum of \$119.  
and had not received from  
Hughes bark sufficient  
to pay off the \$119<sup>00</sup>?

Ans. They did.

Ques. While Hughes was bringing in  
the bark after the \$119<sup>00</sup> was  
paid, and he being paid for  
the same at Gibson & Sons store,  
did you or any one else  
notify the plaintiffs or  
their agent what was being  
done in respect to such  
deliverances?

Ans. No, no notice was given  
them.

Ques. At the time, perhaps on  
July 2<sup>nd</sup>, 1900, when Sautchuk  
gave the plaintiffs a check



for about \$509.00, <sup>did</sup> ~~that the not.~~  
knew then that J. P. Hughes'  
account was included  
in that amount?

Ans. I don't remember; but it  
was talked about at that  
time and before they parted.

Re-examined).

Ques. ~~Who demanded for~~ If any demand  
was made for payment for bank  
brought in ~~a take~~ by Hughes  
after the \$119 payment above was  
made state what the demand was.

Ans. ~~He called~~ Hughes called on me for  
payment saying he would  
have to have money for  
expense).

Ques ~~Did you ever mentioned the over-~~  
~~payment above set forth to him~~ <sup>J. P. Hughes</sup>  
~~what was said?~~



Ques

~~When~~ If you know, state whether the \$509 check above mentioned was paid to plffs before or after the Hughes bark was mentioned on July 2nd 1900.

Ans

I could not say.

Ans further this deponent saith not.

J. W. Baker

The following depositions taken also by consent on March 2<sup>nd</sup>, 1901 for the plaintiff.

C. H. Allen another witness after being duly sworn deposes as follows:

Ques 1.

In the Spring or Summer of 1900, state whether you bought any tow-bark of one J. P. Hughes. If so, what did you do with it?

Ans.

I did buy for the plaintiffs



said J.P. Hughes tow-bark, and let the defendant have it through J.H. Baker, this agent.

Ques.

State whether or on about July 3<sup>rd</sup>, 1900, said E.L. Saultsberry was in Seemington Gap, and made a settlement with you, and paid you any money, drafts or checks?

Ans.

He was here about that time and we made a settlement and he gave me a check for \$509. and some cents.

Ques.

~~He said payment of \$500~~ At the time you and said Saultsberry settled, had you paid J.P. Hughes any thing on the bark you had bought from him, if so about how much?

Ans.

I had paid him \$119. and some cents. I believe it was \$119.73.

Ques.

At the time said Saultsberry paid you the check for \$509.00 was ~~the~~ your payment to said Hughes included in it?

Ans.

The \$119.00 was included in



said check, less two per  
of the \$119.73.

Ques. At that time had  
said Hughes delivered to  
you, and you to the defend-  
ants any ten bark, if  
so about how much?

Ans. Hughes had at that time  
brought in from \$60 to  
\$70<sup>00</sup> worth of bark.

Ques. If at the time the \$509.00  
check was given any thing  
was said between you and  
Saulsbury about the future  
delivery of the Hughes  
bark, please tell what  
was said as near as you  
can.

Ans. That morning Saulsbury  
came and said he wanted  
me to get up my account  
and he would pay me;  
and wanted to know how  
much I had against him  
on the bark business. I told  
him I couldn't tell till I



run up my books. She took  
my books to look at the  
accounts himself, and in  
looking over my accounts  
he saw J. P. Hughes' account,  
which was for bark, and he  
remarked and said he had  
no contract with Hughes  
for bark, and asked how  
much bark he had de-  
livered at the station at Pen-  
nington Gap. I told I didn't  
know exactly, till J. H. Baker,  
came in. He wanted to pay  
only for the bark which  
Hughes had there brought to  
the station at that time; I told  
him I had been to see said  
Hughes' bark in the mountain  
the day before and looked over  
it, and knew he had enough  
to pay the \$119.00, and I would  
see he brought in enough  
at the station at Pennington  
Gap. to pay the full \$119.00,  
and he included Hughes' account  
in the check.



Ques

Did Hughes afterwards bring out to the Station at Pennington a sufficient bark and turn it over to the defendants, to pay off the balance of his account?

Ans

He did.

The foregoing question & any answer thereto are objected to because ~~the~~ ~~that~~ ~~it is not asked~~ any bark that Hughes may have delivered to defendants that was not delivered in the name of & for the plaintiffs is immaterial & irrelevant.

J. H. Gibson, for defts.

Ques.

After the defendants had paid to you Hughes' account; did they ever notify you that they were paying Hughes for the bark which he was delivering to them?

Ans

They did not.

After the defendants had paid you Hughes' account; and while Hughes was still delivering bark to them, did you know that the defendants were paying Hughes



for the bark at Gibsons' store?

The foregoing question & any answer thereto are objected to because immaterial.  
T. V. Gibson for defts

Ans I did not.

Ques Was the bark which you contracted for from Hughes for the plaintiffs, and which you let the defendants have, to be delivered directly to you by Hughes, or was it to be delivered by him to the defendants, and how was the same delivered?

The foregoing question & any answer thereto are objected to because any contract between Hughes & plffs, to which defts. are not parties is immaterial & irrelevant.  
T. V. Gibson for defts

Ans The bark was to be delivered by Hughes to the defendants, and it all was delivered to the defendants directly.

Ques Did the defendants ever notify you that they had changed their place of business from the plaintiffs' store to



the store of J. R. Gibson & Sons?

Ans.

They never did?

Ques.

Did you ever present the account  
sued on to the defendants for payment  
and if so, to which member of the  
firm did you present it?

Ans.

I presented the account to E. G.  
Saulsbury one of the defendants  
and he refused to pay it:  
saying at the time that he had  
lost enough money up here and  
was not going to pay it.

Ques.

Had said Hughes any other  
bark outside of what you  
bought from him?

Ans.

He did not have any other.

Objected to because  
immature and because no-  
tice of such fact was not  
brought home to the defendants  
Gibson.

Ques.

Said not the defendants on  
their agent J. H. Baker know  
you had bought all of said



Hughes' tow-bark for the year 1900.

Ans. Salsberry knew himself as well as Baker that I had bought all of said Hughes' tow bark.

Ques. Objected to because leading circumstantial

Gibson

Ques. Did said Salsberry or said Baker know that you had bought all of said Hughes' tow bark, at the time he paid you the \$509.00?

Ans. Objected to because immaterial Gibson for diff.

Ans. Said Salsberry did know at that time I had made a contract with said Hughes for his bark.

X-examination

Ques. Have the plaintiffs ever made up the \$43 to \$45 paid them by defts July 2 or 3rd 1900 in their settlements?

Ans. It was paid by Hughes in bark.



Ques

Did plaintiffs ever notify defts. that the bark Hughes was delivering after the \$119XX was paid was plff's bark? And did they with Hughes consent deliver the bark to defendants in the plaintiffs name & as the plaintiffs bark?

Ans.

No, because they already knew it.

Ques

How do you know they already knew it & can you say that Hughes did not deliver the bark in his own name & demand payment for it?

Ans.

I know they knew it because they paid me for Hughes' bark & I told them I would see that he brought in enough to pay the overplus of his account that they had overpaid plffs. Hughes delivered all the bark in his own name



(19)

I cannot say that Hughes did not demand payment for it. It was not his bark to demand pay for I had already bought & paid him for it & Danlowsbury & Co. knew it & Baker as his agent knew it.

Ques. ~~Did plaintiffs~~ How can you say that plaintiffs bought the identical bark Hughes delivered to defendants & <sup>do</sup> you know that the <sup>the delivered</sup> bark did not belong to some other person?

Ans. Because I contracted with Hughes to handle <sup>all</sup> his bark, ~~then he couldn't have any~~  
And further this deponent saith not.  
C. W. Allen.

The following deposition taken also by consent on March 2nd 1901 for defendant.

J. W. Baker another witness of lawful age after first being duly sworn deposes & says:

Ques. State if you knew that Star pliff's



had bought all the bark that  
J.P. Hughes delivered to you at  
Pennington Gap during the year  
of 1900?

~~Yes~~, Mr. Allen told me he had  
made arrangements with Mr.  
Hughes for his bark.

Ques. Did ~~Mr. Allen~~ represent that he  
had bought <sup>all</sup> the bark that Hughes  
would get out during the summer  
of 1900 or <sup>merely</sup> that he had bought  
Hughes bark.

Ans He just said that he had  
made arrangements with  
Hughes for his bark.

And further this deponent  
saith not.

J.W. Baker

It is agreed that the statements made  
in these ~~pages~~ shall have the  
same ~~do~~ effect as if they were  
sworn to & are to be read in evi-  
dence in behalf of the respective parties for



whom they were taken.



Star Clothing & Shoe Co.  
vs Depositions

E. G. Saulsbury <sup>Tr</sup>  
Filed ~~Friday~~ <sup>and</sup> March 2, 1901  
A. B. Munnay Clk



Star Clothing & Shoe Co  
vs { Notice to take  
Depositions

E. G. Saulsbury & Co.

Legal service is hereby  
accepted.

Thos. H. Gibson,  
Counsel for Defts.



To E. G. Saulesberry & Co.

Take notice, that on the 24<sup>th</sup> day of December, 1900  
at the office of J. B. Noel in the town of Pennington-  
Gap in Lee County Virginia, between the hours of  
8 o'clock A.M. and 6 o'clock P.M. of that day, we shall  
proceed to take the depositions of C. W. Allen and others,  
to be read in evidence in our behalf in the suit in  
equity depending in the Circuit Court of Lee County  
in which we are plaintiffs and you are defendants.  
And if from any cause the taking of said depositions  
be not commenced on that day, or if commenced, if they  
be not completed on that day, the taking of said  
depositions will be adjourned and continued from  
time to time at the same place and between the  
same hours, until they are completed.

Respectfully,

Star Clothing & Shoe Co.

Per Counsel.



(1)

The depositions of C. W. Allen, J. M. Carter, B. M. Barnett, Arthur Kirk, H. G. Sprinkle, J. W. Baker & A. J. Jackson taken before me, J. F. Shaggs, a justice of the Peace in and for the County of Lee, at the office of J. C. Noel in the town of Pennington Gap in the said County of Lee, pursuant to the notice hereto annexed, on the 23 day of December 1900, between the hours of 8 o'clock A.M. and 5 o'clock P.M. to be read in evidence in behalf of the plaintiff in a certain suit depending in the Circuit Court of Lee County wherein the Star Clothing and Shoe Co. is plaintiff and E. G. Salesberry is defendant. Present E. W. Pennington & J. C. Noel for the complainants and J. H. Gibson for the Defs.

C. W. Allen a witness of lawful age after being duly sworn dep. poses as follows:

Ques. 1 Do you know the parties plaintiff and defendant in this suit.

Ans. I do.

Ques. 2 At what business were the plaintiffs and defendants engaged say on Sept. 1<sup>st</sup>, 1900.

Ans. Just previous to that time, and possibly on that day, said plaintiffs were engaged in the mercantile business.



the town of Pennington Gap, in county, Va., and the said defendants were possibly on that day, but had been for several months previous to Sept. 1st, 1900 engaged in the stone and tan bark business in and around Pennington Gap, Va.

Ques. 3 State your connection, if any, with the business of the plaintiffs.

Ans. I managed and conducted it principally from the time they ~~did~~ <sup>commenced</sup> business, which was something like a year ago, till they closed out sometime in Sept. 1900.

Ques. 4 State whether the firm of E. S. Saulsbury & Co is indebted to the said plaintiffs in any sum of money, if so what amount, and about when was it due?

Ans. Said defendants are indebted to said plaintiffs in the sum of \$101.30 as shown by the account filed with the bill of the plaintiffs; and it became due and payable about Aug. 29th 1900. This sum is still due and unpaid.

Ques. 5 State if you saw how it hap-



(3)

Ans.

found said account was made with said Complainants?

The defendants had a team here and it was driven by Chas. Owens. Mr. J. H. Baker, came and told me to let said teamster have corn and hay to feed the ~~the~~ team, and thereupon, I did let said Owens have the corn and hay charged in the account filed in said cause. The ~~the~~ orders charged in said account ~~was~~ for \$3.50 to Owens, and ~~on to~~ ~~St. C. Parris~~ for \$2.10, was given and signed by said Baker, but for Saultsburg also as I understood it; I have filed said ~~the~~ orders marked "Orders" as a part of my depositions. The amounts shown to have been paid Arthur Kirk was for the bark which I bought and paid him for and under an agreement with said Baker for said defendants I turned the same over to them, and under this arrangement said defendants did get the identical bark I got from Kirk; it was inspected off the wagons by said Baker into the car; the said amounts were the amounts that said Baker gave me as to



(4)

what it came to. Baker told me, and held himself out here as being the agent of said defendants. After I had made this arrangement with said Baker, I saw said E. L. Sarsbury and told him of the agreement and arrangements made with said Baker for hire, and he told me it was all right, that he would take all the tax bark I could get outside of his ~~own~~ contracts. The foregoing answer so far as relates to corn & hay paid to Owens for teams is objected to as being immaterial. And so much thereof as relates to Arthur Kirk is objected to as being immaterial. And the whole answer is objected to because no connection is shown to exist between Baker & the parties to the contract as charged in the bill & it is therefore irrelevant.

Ans. 6 I notice there is charged in the account filed ~~with~~ said bill an account of H. L. Sprinkle for \$15.00 and assigned by him to the plaintiffs; and a like account of John M. Carter for \$16.50 also assigned to plaintiffs, and account said to Roberts and Barnett for \$14.29. Please state what said defend-



(5)

ants owed each of said parties for and who engaged them to do the work?

Ans.

They owed Sprinkle & Carter for hauling saw-bark from the Geo. W. Pennington bark; I engaged them by said Baker's direction. I had an arrangement with said Baker for said defendants to pay the expenses of peeling and hauling all the bark they had contracted for, - I to pay them through the store, - and as I understood it the account of Roberts and Barnett <sup>was</sup> for sledding the bark out of the woods.

The foregoing question <sup>answer</sup> is objected to because immaterial & irrelevant.

Ques. 7

State whether either Sarsberry or Moore had any knowledge that said Baker had made arrangements with you to supply saw to haul and get out for bark; if no, ~~how~~ <sup>do you</sup> know that they or either of them had any such knowledge.

Ans.

On one occasion, this was before either Sprinkle & Carter did the hauling charged in said ac.



(6)

count, Mr. Saultsbury came to the store of plaintiffs "and said to me, "You are not worth hell - no one on your would have all the teams you could get to haul out my tar bark, that it was to my benefit to get the hauling done, as I could pay the men off in the store, and he would <sup>pay</sup> me the money" I then went with him to see some parties, but they would not agree to haul for the price he offered them per cord, and a little while afterward the <sup>men of the bark</sup> ~~men~~ <sup>Saultsbury</sup> they would raise the price, and told me to employ such men as I could get; I did as before stated employ said Sprinkles and Carter and they hauled for said defendants the amounts charged in said account as they reported to me, and I paid them severally the amounts charged.

Ques. 8. As a matter of fact, did not said defendants pay other accounts of the like kind as this sued on, at ~~at~~ various times?

Ans. Yes, sir: they paid several hundred dollars; sometimes they paid me by check and sometimes by draft, which I drew on them.



(7)

It is here admitted that the defendants at the institution of this suit were non-residents of this State and had effects in this county & State.

Ques. 9 That was the \$2.10 paid to Mr. Harris for and why have you got it charged to the defendants?

Ans. It was for bark, which I paid him <sup>for</sup> in the store, and I turned over the same bark to the defendants and they got it.

Cross

Ques. 10 To what did your dealings with E. G. Salsbury & Co amount to i.e. as manager for the Stan Shoe & Clothing Co.?

Ans. 11 Something like \$3000.

Ques. 12 When did you begin to deal with E. G. Salsbury & Co. under the contract mentioned above?

Ans. 13 April, the 17th 1900 was the first thing I charged on the bark.

Ques. 14 Against whom did you make the <sup>on your books</sup> change, Pennington or Salsbury & Co.?

Ans. 15 I charged it to Pennington and to Salsbury & Co. To Pennington for the of keeping the account straight, I was looking to Salsbury & Co for the pay.



Ques. 1 When was the first payment made to  
2 you, <sup>and</sup> by whom, under the contract  
3 mentioned above, & what was the  
4 amount?

Ans. 5 March 29th 1900 J. W. Baker paid  
6 me a check for \$100.

Ques. 7 Whose account did you credit with  
8 the \$100?

Ans. 9 J. W. Baker's.

Ques. 12 When was the ~~next~~ payment made  
13 & how much & by whom made?

Ans. 14 April 12th 1900 J. W. Baker  
15 paid \$75.00 in the bank at Bennington  
16 Gap for me.

Ques. 17 Whose account did you credit  
18 with the \$75.00?

Ans. 19 J. W. Baker's.

Ques. 21 When was the next payment made,  
22 by whom & how much?

Ans. 23 Apr 28th 1900, J. W. Baker paid  
24 check for \$50.00.

Ques. 25 To whom did you give credit  
26 for that amount?

Ans. 27 J. W. Baker.

Ques. 28 When was the next payment made, by  
29 whom & for what amount?

Ans. 30 May 12th 1900, check for \$75.00 by  
31 J. W. Baker.  
32



(9)

Ques How many payments were made to you by J. W. Baker, what were the amounts, and to whom did you give credit for them?

Ans. The amount that J. W. Baker paid me was \$1162.15. I gave credit for \$300 to J. W. Baker alone & the rest to J. W. Baker & E. J. Sausbury & Co.

Ques In whose name were the checks mentioned above drawn?

Ans. J. W. Baker's.

Ques When did E. J. Sausbury & Co make the first payment to you, how much did they pay you altogether, and to whom did you give credit for such payments.

Ans. June 13th 1900 I drew a draft on E. J. Sausbury & Co. for \$200; they paid me altogether \$2045.21; I gave credit to E. J. Sausbury & Co for the \$2045.21.

Ques How were these payments made by E. J. Sausbury & Co & how many checks did you receive, and how many drafts?

Ans. By checks & drafts. I got \$509.66; \$54.40 in checks and \$97.20 discount allowed him and six drafts amounting to \$1383.95

Ques When was the last payment made to you by E. J. Sausbury & Co, and by whom?

Ans. July 20th 1900 E. J. Sausbury made the last personally.



(10)

Ques 1 When did you first begin to charge items  
2 to the account of Baker & Saulebury  
3 together?

Ans. 4 May 15th, 1900. <sup>and</sup> it ended July 2nd  
5 1900.

Ques 6 When did you begin to charge items  
7 to the separate account of Saulebury & Co?

Ans 8 July 3rd 1900.

Ques 10 Why did you first begin to charge items  
11 to Baker, then to Saulebury & Co & Baker & then  
12 to Saulebury & Co?

Ans 14 Baker was here doing business for  
15 Saulebury & Co as I understood <sup>and he</sup>  
16 would draw drafts on Saulebury & Co &  
17 deposit checks from Saulebury & Co in  
18 the bank & then give his individual  
19 checks to me. After he ran business  
20 awhile in his (Baker's name) Saulebury  
21 came up and wanted everything  
22 charged to Ely Saulebury & Co.  
23 E. S. & Co wanted his store tallies kept  
24 separate from the bank tallies & other  
25 expenses was why I didn't charge it  
26 to Ely, S. & Co, but charged it to Ely, S. & Co,  
27 J. W. Baker agent. This last was  
28 July the 20th 1900.

Ques 30 On July the 20th 1900 did you have anything  
31 charged to the account of "Ely Saulebury & Co,  
32 Agent, J. W. Baker" or was it all charged  
to J. W. Baker individually?

Ans 34 It was charged to "Ely Saulebury & Co, Agent,  
35 J. W. Baker."



2<sup>nd</sup> Q<sup>y</sup>

When did you begin to charge items to the separate account of E. J. Saulsbury & Co?

Ans.

July 3rd 1900.

2<sup>nd</sup> Q<sup>y</sup>

Is it not a fact that all these items were gotten by J. W. Baker on his own individual responsibility, and under a contract made by him individually (and were not the payments made to you by Saulsbury & Co for J. W. Baker individually and not for themselves as principals of J. W. Baker, agent?

Ans.

No sir.

The further cross examination of this witness is suspended.

Arthur Stirk another witness after being duly sworn deposes as follows:

Q<sup>y</sup>.

State whether C. H. Allen for the Star Clothing & Shoe Co, bought any tax bark of you? If so how much, and what became of the bark if you knew?

Ans.

He did buy some tax bark from me in May, 1900 if <sup>I am</sup> not mistaken. I am not positive about the date. It may have been earlier or later. I guess there was 7 or 8 cords of it. It was brought to the Station at Pennington Gap and loaded on the cars.



(12)

Ques. 1 From whom did you get the bark above mentioned?

Ans. 2 I peeled the bark; it was on our own land.

Ques. 3 Who paid you for it & how?

Ans. 4 Mr. C. W. Allen paid me for it. He paid me some money & some goods.

witness claimed  
so its 5 And further this deponent saith not. Arthur Kirk

Ques. 6 John M. Carter another witness of lawful age deposes as follows: State whether you did any hauling of tan bark for the plaintiffs, if so, where, from where, and at what per load or day did you haul?

Ans. 7 I did do some hauling of tan bark off the Geo. H. Pennington land in the Pocket at \$3.00 per day if I hauled two loads in one day, and \$1.50 if I only hauled one load per day. The hauling I did amounted to \$16.50 if I remember correctly. I can't remember the time I did the hauling, but it was some time in the summer of 1900. I was paid by the plaintiffs for my hauling. Foregoing ques. & ans. objected to because immaterial.

Ques. 8 State whether you ever



(13)

heard E. S. Saultsbury have any conversation with C. W. Allen about him employing men to haul out the bark he had in the Pocket; if so, state as near as you can, what he said.

ans.

In the store of the plaintiffs I heard Mr. Allen and Mr. Saultsbury have a conversation about getting his bark in; he said something to Mr. Allen about shoving the bark in, that he wanted it out to the railroad.

ques. 3

State whether you know of H. C. Sprinkler, hauling any tax bark from the G. W. Pennington land to the railroad, if so when was it?

ans.

His team did haul some a-bout the same time I hauled, but I don't know how much he hauled.

claimed  
50¢

Further this deponent says not  
J. M. <sup>his</sup> <sub>mark</sub> Carter

The deposition of C. W. Allen resumed.

Ques

~~On or about the date that Mr. Saultsbury~~  
Did not Mr. Saultsbury sometime last summer, about June 20<sup>th</sup> or 30<sup>th</sup>, possibly, notify you in the plaintiffs store in Pennington's Gap, tell you not to let anyone have anything or to charge to him any amount for bark, staves or anything thing else, unless you had an order



(14)

"O.K." by D. S. Forrester, or something to that effect?

Ans

~~At~~ He did at one time.

Ques

Was it not at the time he settled his account?

Ans-

I don't know.

Ques.

Did not Mr. Salsbury tell you on the yards at Pennington Gap, in the presence of D. S. Forrester, not to pay any amount to any person on his account that was not "O.K." by D. S. Forrester <sup>and</sup> did he not tell Mr. Forrester at the same time to not "O.K." anything <sup>for whom he had not employed himself</sup> ~~for~~ any one ~~else~~. This was sometime in June, about the 18th. And at the same time did not Mr. Salsbury tell you he would not pay anything that was not "O.K." by Mr. Forrester?

Ans-

He told me that at one time. I couldn't state the place.

Ques

Did you not pay off the amounts mentioned above after that conversation, upon your own responsibility, without the "O.K." of Mr. Forrester?

Ans-

No sir. I did not. The conversation took place after I paid the amounts sued on.

Ques-

When did the conversation mentioned in answer to question No. 5 take place. Where <sup>and</sup> who all were present?

Ans

It was in plaintiff's store. I don't know the time. It was in bark season. I don't remember who were present.



Ques

Was it before or after Mr. Daulsbury told you not to pay any orders that were not "O.K'd" by L. D. Forrester? If before how long?

Ans.

Before. I don't remember how long. ~~And further this deponent with~~  
~~note~~

The taking of the depositions of C. H. Allen is again suspended.

B. H. Barnett another witness duly deposes as follows:

Ques.

State whether the plaintiffs paid you and H. M. Roberts any sum of money if so how much, and for what was it paid.

Ans.

They paid me and Roberts \$14.28; for making two bark out of the woods. Before I did any thing towards the work J. H. Baker told me he would pay the expenses through the plaintiffs; he said he had arrangements with the plaintiffs to get what he wanted. I think the work I did was sometime in July, 1900.

Ques.

With whom did you have contract to haul & snake the bark above mentioned?

Ans.

H. M. Roberts first had contract with J. H. Baker to do the work and I entered in and did the work in his place.



(16)

Ques

1 About what time did you make your  
2 contract with Roberts?

Ans-

3 I think it was sometime in the latter  
4 part of June.

Ques

5 When did Mr. Baker tell you he  
6 would pay the expenses through  
7 the plaintiffs? Was he present at the  
8 time you contracted with Roberts.

Ans-

9 Sometime after the contract with  
10 Roberts was made. Baker was not  
11 present.

Claimed  
5000

12 And further this deponent faith  
13 not.  
14 B N Barnett

15  
16 The further taking of these dep-  
17 ositions are adjourned until  
18 Wednesday, Dec. 28<sup>th</sup> 1900 at  
19 the same place mentioned in the  
20 caption. Given under my hand  
21 this the 24<sup>th</sup> day of Dec. 1900

22 J. H. Skaggs J.P.  
23 H. L. Sprinkle, another witness of lawful age  
24 being duly sworn, deposes

25 Pursuant to adjournment the further taking  
26 of these depositions is resumed, this Dec. 28, 1900.

27 J. H. Skaggs J.P.  
28 H. L. Sprinkle, another witness of lawful  
29 age, being duly sworn, deposes and says:

Quest 1)

30 Please state your age residence and occupation  
31 My age is 40, I reside at Pennington Gap Lee County  
32 Virginia, and have been up to the present a hauling contractor.



(17)

Ques 1 Please state whether in the summer of  
2 1900, you hauled any tan-bark for the defend-  
3 ants, E. G. Saulesberry & Co. and if so, how much?  
Ans 4 I did, I hauled twelve loads for them.

Ques 5 When was this hauling done, and where from?  
Ans 6 I think it was <sup>from the 15 to the last of July</sup> in July, 1900, and hauled from  
7 the Pocket country, and was a part of the  
8 G. W. Pennington Bark.  
9

Ques 10 Who employed you to do the hauling,  
11 and how much were you to be paid for same?  
12

Ans 13 C. W. Allen made the contract with me  
14 to do the hauling, and I was to be paid  
15 \$1.50 per load for the hauling, which amounted  
16 to \$18.00 for the twelve loads.  
17

Ques 18 Who paid you for hauling said tan-bark,  
19 if you have been paid therefor?

Ans 20 C. W. Allen paid me all but \$2.32 in  
21 supplies at the Plaintiff's store, and I assigned  
22 my claim to the said C. W. Allen. which  
23 assignment is the same as is filed with the  
24 papers in this cause. The foregoing answer so far as  
25 relates to assignment is objected to because immaterial.

Ques 26 Please state whether or not you ever heard a  
27 conversation between C. W. Allen, and E. G. Saulesberry  
28 in which said Saulesberry directed the said  
29 C. W. Allen to employ teams to haul the G. W.  
30 Pennington tan-bark? and if so please state  
31 when and where it was?

Ans 32 I did, The conversation occurred in Pennington







got from him? If so, give the date as near as you can.

Ans.

I can't give the date; but I made the contract with him to take his bark before it was pulled. The pulling is generally in May, June & July.

ques. 2

You have stated in your examination in chief that you made your agreement with J. W. Baker to <sup>to take</sup> take for the defendants ~~to take~~ for all the ton bark you could buy outside of their own contracts, and that you afterwards saw Mr. Saulsbury and told him of your agreement with Baker for him, and he said to you it was all right; now at the time you had this conversation with Mr. Saulsbury, had you then contracted with Kirk for his bark, or did you contract with Kirk after seeing Saulsbury.

Ans.

I contracted with Kirk for his bark after agreeing with said Baker to take it, and before I saw Saulsbury.

ques. 3

Had Saulsbury also, any contract with Kirk for his bark that you got?

Ans.

No, Sir.



ques. 4. What was the price per cord or ton, Soulebury & Co., were to give you for the bark you bought and let them have?

ans. Six dollars per cord, or that price for 2400 lbs. which they counted as a cord.

ques. 5. Is that, or \$6<sup>00</sup> per cord of 2400 lbs. the price you have charged in ~~the~~ the account filed in this cause?

Ans. No! It did not average \$6<sup>00</sup>. It was for prime bark they were to pay \$6<sup>00</sup> per cord.

ques. 6. Who inspected, and graded the Stick ton bark?

ans. J. H. Baker, I think.

ques. 7. Did he furnish you with his grade or inspection, and is it charged in the account ~~and~~ according to his inspection?

ans. Baker furnished me with the inspection and it is charged as he furnished it to me.

ques. 8. Did you ever make demand on the defendants for the payment of the account and upon, and did they refuse to pay it; if they did refuse to pay, what reason ~~was~~ was assigned for failure to pay it?

ans. I did ask E. S. Soulebury to pay the



(21)

Virginia, Lee County Court:

account and he refused to pay it. He said he had lost enough money on S. Th. Pennington and he was not going to pay any more. Objected to because not against interest.

ques. 9. State whether the defendants paid you any sum of money on order on ~~an~~ any account after he told you not to charge to him any thing that was not "Ordered" by D. S. Forister, and which ~~at that~~ had not previously been ~~charged~~ "Ordered" by said D. S. Forister?

ans. Yes Sir, they did; by E. S. Saultsbury, I think the \$54.40 and also \$23. and something.

The foregoing question & answer are objected to because immaterial.

ques. 10 In the \$23. + that they paid you, is it not a fact, that corn and hay to feed the same team, which you have own and hay charged in the account and on, constituted a part of it.

ans. It is. The above questions are objected to because immaterial.

ques. 11 Soon after Saultsbury told you ~~to~~ not to charge any thing to his account unless "Ordered" by D. S. Forister, did not said D. S. Forister leave Pennington Gap, and go to Ky., and has



(72)

not said Forister been in Sky  
ever since?

Ans.

He did leave here, and  
as I understood went to Sky,  
and has been there ever since  
except he has been back on  
a visit a time or two.

Ques. 12

Did Saulsbury leave any  
one in Peerington Gap in  
charge of his business, after  
Forister left here. If so, who?

Ans. 1

He left J. H. Baker

The two previous questions  
and answers are objected to  
because immaterial.

Ques. 13

Has not the entire account  
such as, made after D. S. For-  
ister left here?

Ans.

It was; unless a few of Spierbels  
and Carters loads was hauled ~~by~~  
while Forister was here.

The foregoing question & answer are  
objected to because immaterial.

Ques. 14

Who had charge of the defendants  
business here after Forister left  
and while said account was being  
made?

Ans.

J. H. Baker

Xenopus

Ques

Were any of the items charged in the bill  
"oked" by D. S. Forrester?

Ans

No.



(23)

23

and further this document saith  
not. C W Allen

J. W. Baker, another witness of  
lawful age deposes as follows.

Ques. 1 What is your present residence  
and occupation?

Ans. I live in Pennington Gap, and am  
Stave Dealer.

Ques. 2 Have you ever been in the em-  
ploy of E. S. Saulsbury & Co. so how  
long and what were your duties  
and authorities.

Ans. I was in their employ from Oct.  
1899 to Oct. 1900. Most of the time  
at Pennington Gap. I had gener-  
al supervision of their business  
at Pennington Gap. I had authority  
from them to buy staves and tan-  
bark; and for them did buy staves  
and tan-bark.

Ques. 3. Do you remember Saulsbury & Co.  
have a team here at Pennington  
Gap in summer of 1900, driven by  
Charles Owens as teamster.

Ans. I remember buying a team for  
another person and took it back  
for the defendants. I intended the  
team for them if they were satis-  
fied with it. I suppose they were  
satisfied with it, for when I told  
Mr. Saulsbury what it cost, he took







(25)

the account of "E. H. Salsbury & Co."

ans.

Yes Sir. <sup>but evidence</sup> Objected to because book

ques.

Now is it not a fact, that you turned over the ~~ten~~ <sup>ten</sup> ~~hundred~~ <sup>hundred</sup> ~~thousand~~ <sup>thousand</sup> spoke of about the time said credit ~~charge~~ <sup>charge</sup> ~~be~~ <sup>be</sup> ~~was~~ <sup>was</sup> ~~made~~ <sup>made</sup> ~~on~~ <sup>on</sup> ~~the~~ <sup>the</sup> ~~date~~ <sup>date</sup>.

ans.

I think right soon after.

ques.

What is the date shown on said books of said credit and charge.

ans.

Objected to because book is but evidence of the fact. The credit is dated July 3<sup>rd</sup> 1900 but the charge is not dated on the book of the plaintiffs.

ques.

State whether as agent for the defendants, you ever agreed for them to take all the tax ~~bark~~ <sup>bark</sup> the plaintiffs might buy from persons outside of ~~the~~ <sup>the</sup> contracts made with for the defendants.

ans.

I did

ques.

When was it you made this agreement with the plaintiffs for the defendants?

ans.

I can't give the date, but it was before peeling began; I think it was in May 1900 or earlier.

ques.

Do you remember the plaintiffs buying from Arthur Hick any tax bark?

ans.

I do.



ques.

State, if you know, whether Arthur Kirk ever delivered any tan bark in Peenington Gap in the Summer of 1900, if so, state all you remember about it?

ans.

All I know about it is, that wagons brought in bark to the railroad, and said it belonged to Arthur Kirk. I inspected and graded a part of it if not all, and furnished Mr. A. H. Allen statements of the same, its tally. This bark was shipped with ~~and~~ that of the defendants and they got the benefits of it.

ques.

Have not you and Mr. Allen gone over his books, and did you not find the Kirk bark and corn & hay, and the Owners <sup>order</sup> \$3.50, proper & correct charges.

ans.

I did go over his books with him, and I saw nothing wrong in said charges.

yes.

Adjourned till tomorrow morning  
This the 28<sup>th</sup> day of Dec. 1900.

J. H. Skaggs, Jr.

Pursuant to adjournment the further taking of these depositions is resumed this 29 day of December 1900.

J. H. Skaggs J.P.



(27)

Ques

While you kept the said team and while the same was being driven by Charles Owens, for whose benefit was said team used, for yourself or for E. G. Saulsberry & Co.?

Ans.

It was used for E. G. Saulsberry & Co. altogether. We used it on the yard and at the plant for the defendants benefit without any charges for myself.

Ques

Were the items for corn and hay, charged on the books of the Plaintiffs against the defendants, got for said team while said team was being so used for defendants.

Ans.

They were.

Ques.

Please state if you know when D. S. Forester left Pennington Gap Va. to do business for defendants in Ky?

Ans.

I think it was from the 5 to the 10 of August 1900

Ques

Before this was he not sent to Ky. for some two weeks before August 5-1900 by the defendants?

Ans.

I do not know. I know however that the first bark I weighed and inspected was Aug 2<sup>nd</sup> 1900, after I came back from the plant. While I was at the plant D. S. Forester had charge of the defendants business at Pennington Gap. My books show that I again took charge of the yard at Pennington Gap Aug 2, 1900, and D. S. Forester was preparing to go to Flat-Tech Ky for the defendants.

After August 2<sup>nd</sup> 1900, who had charge of the defendants business at Pennington Gap Va.



(28)

1 You or D. S. Forester?

Ans 2 I had charge of the defendants business  
3 at Pennington Gap Va. from Aug. 2, 1900 till  
4 the end of Sept- 1900.

Ques 5 Did the Plaintiffs furnish the defendants  
6 any lum. bark through Henry Parrie about -  
7 Aug 29, 1900?

8 They did 1930 lbs at \$3.00 per cord of 2400 lbs.

Ques 9 Did you as agent of the defendants  
10 authorise the ~~defendants~~ <sup>Plaintiffs</sup> to pay N. M. Roberts  
11 and his peulers, for peeling the G. W. Pennington  
12 lum. bark?

13 No, but as Agent of the defendants, I had  
14 a contract with N. M. Roberts for bark, and  
15 authorized the plaintiffs to pay him  
16 for the peeling, and N. M. Roberts contract  
17 was turned over to B. N. Barnett to  
18 finish up.

19 Crop - etc -

Ques 1 20 About what time did you begin dealing  
21 with the Star Shoe & Clothing Co.?

Ans. 22 March or April 1900

Ques 2 23 Was anything said at the time about  
24 the persons or firm for whom you were  
25 acting as agent ~~and~~ if so what?

Ans. 26 Mr. <sup>C. W.</sup> Allen offered me so much for my bark  
27 contracts & I told him no that I wouldn't  
28 do it; that I was working for the Company.  
29 I believe I said that "when I work for a  
30 man, I work for him". Before that time



(29)

he asked me if I were interested in it & I told him no - none more than representing the Company E. G. & Co.

Ques 3 Was anything said as to whom Mr. Allen was to make his charges against in the dealings above referred to, or if so, what?

Ans. I can't say that we did.

Ques 4 Is it not a fact that he began his account with you <sup>on his books</sup> individually, and did you not pay him from your own bank account?

Ans Yes sir. I was running a bank account with the money furnished me by the company. I paid this account off with that money - i.e. apart of this money I paid ~~Ques 5~~ out of my account mentioned above and Daulsbury paid the rest.

Ques 5 Up to what time did Mr. Daulsbury square the account.

Ans I think it was July the 3rd.

Ques 6 Was the account run in your name on the plaintiffs books up to that date?

Ans - Yes sir.

Ques 7 When Mr. Daulsbury made the settlement on July the 3rd. was anything said by Mr. Daulsbury to the plaintiffs or their agent Mr. Allen



Allen, about who should "O.K." all future items before they (the plaintiffs) were authorized to charge said items the account of E. G. Saulesbury & Co & if so what was it?

Ans

Mr. Saulesbury told Mr. Allen not to pay anything that was not "O.K." by D. D. Forrester. I was going away & he was leaving the business here with Mr. Forrester.

Ques 8

When you went over the books with Mr. Allen and saw the Kirk bark, corn & hay <sup>and</sup> \$3.50 order did you remember that the charges were correct at the time they were made.

Ans.

I couldn't answer definitely, but I believe they are correct.

Ques 9

~~When Mr. Saulesbury settled your account above referred to on July 3rd~~  
Re-examined.

In answer to Ques 7, in your ~~x~~ examination you said Mr. Saulesbury told Mr. Allen to pay nothing more that was not "O.K." by Mr. Forrester as you were going away? Please state where you went and why? and when you come back?

I was in the mountain at the stove plant of E. G. Saulesbury and Company doing business for them there and I was said plant until Aug 2, 1900, and then



(31)

and then I again took charge of the yard and the work that Mr. Forester had while I was with the olive plant.

Ques

X - examination resumed

Did Mr. Paulsberry or Paulsberry & Co. place the "O.K."ing of all orders in Mr. D. S. Forester's hands & notify the merchants with whom the Company was dealing in Pennington Gap not to pay off anything that was not "O.K."ed by Forester? And were not the items charged in plaintiff's account "O.K."ed by you against the directions & authority of Ely Paulsberry & Co.

Ans.

No. I had the right to transact this business while I was here.

Ques

Did Mr. Paulsberry or Ely Paulsberry & Co. not direct you not to "O.K." orders to the plaintiff's store after your account was settled on July 3rd 1900? or at any other time.

Ans

When that settlement of July 3rd was made he did not direct to not "O.K." any more orders to the plaintiff; but when the business was moved to J. R. Gibson & Sons he told me to give no more orders, and I told him that I would give some more orders to Allen & he did not object or say anything and he knew I was giving orders there after that time.

And further this deponent saith not.

J. R. Baker



(32)

1 A. J. Jackson another witness of lawful  
2 age being duly sworn deposes and says:

Ques

3 About July 1900, did you hear E. G.  
4 Saulesberry authorize E. W. Allen to employ  
5 teams to haul the tan-bark of E. G. Saulesberry  
6 & Co, out of the mountain to the railroad  
7 at Pennington Gap, if so please state when  
8 and where it was at?

Ans

9 I think I did. It was over here at Barkers  
10 store some time about July 1<sup>st</sup> - 1900, Mr  
11 Allen called me to come to him and Mr  
12 Saulesberry, and they asked me if I could  
13 not take my team and go to work  
14 and help haul the tan bark. I told  
15 Mr. Saulesberry that I did not think there  
16 was pay enough in it; Saulesberry says  
17 go ahead and try, and if it does not pay  
18 you, I will give you more, I must get  
19 it out. Mr. Saulesberry told Mr. Allen to get  
20 teams and have it hauled out. Mr. Saules-  
21 berry then said to me I think you can make  
22 good wages at the price. A few days  
23 afterwards Mr. Allen told me that Saulesberry  
24 had agreed to pay the price I asked, and  
25 I went to hauling. Mr. Allen settled with  
26 me for the bark I hauled.

27 And further this deponent says not.

28 A. J. Jackson  
29  
30  
31  
32



(23)

J. W. Baker recalled.

2ues

When <sup>you</sup> Mr. Dausbury had the conversation in regard to your not giving any more orders ~~to plaintiffs~~ <sup>to plaintiffs</sup> ~~store~~ <sup>store</sup> who were present, where was it & give the date as near as you can?

I do not know who were present. I do not remember the exact place but it was in Pennington Gap somewhere. I don't remember the time exactly, but it was <sup>about</sup> after the <sup>time</sup> business was moved from the plaintiffs store.

And further this deponent saith not.

Virginia Lee County Civil:

I J. H. Skaggs, a Justice of the Peace in and for the County of Lee in the State of Virginia do certify that the foregoing depositions of L. W. Allen, J. M. Carter, B. H. Barnett, Arthur Kirk, H. L. Sprinkle, J. W. Baker and A. J. Jackson were duly taken sworn to and subscribed before me at the place and times mentioned therein and in the Caption thereto, pursuant to the annexed notice.

In witness whereof I have hereto set my hand and seal, on this the 29 day of December 1900, at the County Lee aforesaid.

J. H. Skaggs J. P. Seal



Star Clothing & Shoe Co  
vs } Depos

E. G. Saulsbury et al

Received from J. F. Skaggs  
the J. P. before whom  
taken & filed Jan 17, 1901  
A. B. Munsey Clerk

J. F. Skaggs

J. P. 15 hours @ 75 per hour

\$11.25-

J. M. Carter wit 1 day 50

H. L. Sprinkle 1 day 50

J. W. Baker 1 day 50

A. J. Jackson 1 day 50

C. W. Allen 2 days 100

\$13.25-



Aug 11/1900

W Allen

pay Chas Owens

\$3.50 for Drawing

team

~~W. B. Allen~~



Aug 11/1900

~~W. G. Johnson~~



E.W. PENNINGTON.

ROBT. L. PENNINGTON.

Pennington Bros.

ATTORNEYS AT LAW,

JONESVILLE AND PENNINGTON GAR. VA.

*Maker Order*

\$ 3.50



Know all men by these Presents:

That I H. L. Sprinkle do hereby assign to C. W. Allen a claim of fifteen dollars that I have against E. G. Salesbury & Co. due me for hauling ten loads of the G. W. Pennington timber to Pennington & Co. during the summer of 1900.

Given under my hand this 1<sup>st</sup> day of Oct. 1900.

H. L. Sprinkle

Know all men by these Presents:

That I John M. Carter for value received do hereby assign unto C. W. Allen, a claim of sixteen dollars and fifty cents, which I have against E. G. Salesbury & Co. due me for hauling ~~timber~~ for said Salesbury & Co. on the G. W. Pennington timber during the summer of 1900. Given under my hand this the 1<sup>st</sup> day of Oct. 1900.

John M. Carter



Know all Men by these Presents, That we, A. M. Miller  
and E. H. Pennington  
are held and firmly bound unto E. G. Sansbury & Co  
in the sum of Two hundred & two & 00/100 Dollars, to the payment whereof we bind  
ourselves, our heirs, executors and administrators, jointly and severally firmly by these presents. We  
hereby waive the benefit of our homestead exemption as to this obligation, and also any claim or  
right to discharge any liability to the Commonwealth arising under this bond, with coupons detached  
from the bonds of this State.

Witness our hands and seals this 10th day of Oct 1900

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas A. B. Mundy  
Clerk of a justice of the peace for the Circuit Court for La Co  
did on the 10th day of Oct 1900 on the complaint of the above bound  
the Star Clothing & Shoe Co on oath, issue an attachment in favor of the said  
Star Clothing & Shoe Co, against the estate of E. G. Sansbury  
and R. B. Moore doing business under  
the firm name of E. G. Sansbury  
& Co for \$101.30  
the amount of the claim of the said Star Clothing & Shoe Co, specified in said  
attachment and sworn to on oath by the C. H. Allen who  
also made oath to the justice of the said claim, which attachment is returnable  
the 1st Rules in Nov. 1900

Now, THEREFORE, if the said Star Clothing & Shoe Co  
shall pay all costs and damages which may be awarded against them or sustained by any  
person by reason of them suing out the said attachment, then the above obligation to be  
void, otherwise to remain in full force.

A. M. Miller  
E. H. Pennington Clerk  
SEAL  
SEAL  
SEAL

Executed in the presence of



Star Clothing & Shoe Co

to

}

ATTACHMENT

BOND.

E. S. Sansbury & Co



Know all men by these presents, That we, E. G. Saulsbury and R. B. Moore partners in the Tanbark and Stave business under the firm name and style of E. G. Saulsbury & Co., and Olin C. Gibson are held and firmly bound unto James M. Allen and A. M. Miller late merchants in Trade under the firm name of Star Clothing and Shoe Co., in the just and full sum of (\$202.<sup>60</sup>) Two hundred and two dollars and sixty cents to be paid to the said James M. Allen and A. M. Miller aforesaid; and we each hereof waive the homestead exemption.

Sealed with our seals and dated this 22 day of October 1900.

The condition of the above obligation is such that, whereas the said James M. Allen and A. M. Miller aforesaid did on the 9th day of October 1900, sue out an attachment in a chancery suit in the Circuit Court of Lee County, Virginia against the personal estate of the said Saulsbury and Moore for <sup>(\$101.<sup>30</sup>)</sup> the balance of an account claimed by said Allen and Miller against said Saulsbury & Moore; which said attachment is directed to the sheriff of Lee County, Virginia, and is made returnable to the Circuit Court Clerk's office of said county at the 1st rules in Nov. 1900; and



whereas, the following property of the said  
Saulsbury & Co has been by the Sheriff  
of the said county seized by virtue of  
said attachment, to-wit: One pile of staves  
in the Town of Pennington Gap, on the  
yards of said Saulsbury & Co. <sup>and</sup> The said  
Saulsbury & Co are desirous of having the  
same returned to them; now, therefore, if  
the said Saulsbury & Co. shall perform  
such decree as may be rendered by the  
court in said suit and attachment  
of the said Star Clothing & Shoe Co.,  
then the above obligation is to be  
void, otherwise to remain in full  
force.

A. G. Saulsbury & Co

Olen C. Gibson

Seal  
Seal



Star Clothing & Shoe Co.,  
vs <sup>3</sup>/<sub>3</sub> Forfeiting Bond.

E. G. Salsbury & Co.,



In the Clerk's Office of the Circuit Court of the County of  
Lee on the 10<sup>th</sup> day of October 1900.  
James M. Allen and A. M. Miller late Merchants & partners  
under the style and firm name of the Star Clothing &  
Shoe Co. Plaintiff S ,  
against

In Chancery

E. G. Saulsberry & R. B. Moore partners in trade under the  
style of E. G. Saulsberry & Co. Defendant S .

The object of this suit is to recover from the said defendants the sum of \$101.30  
with interest thereon from the 29<sup>th</sup> day of August 1900, till paid,  
and to attach a sufficiency of the estate of said defendants in Lee  
County to pay the same & the costs of this suit.

And an affidavit having been made and filed that the defendant S. E. G. Saulsberry and  
R. B. Moore  
are not residents of the State of Virginia, it is ordered that they do appear here within fifteen days  
after due publication hereof, and do what may be necessary to protect their interest in this suit. And  
it is further ordered that a copy hereof, be published once a week for four weeks in the South West  
Virginian, and that a copy be posted at the front door of the court-house of this County  
on the first day of the next term of the Circuit Court.

A copy—Teste :

Permyington, Bras p. q.

A. B. Mursey Clerk.



Star Clothing + Shoe Co

vs. }

ORDER OF  
PUBLICATION.

E. G. Saulsberry + Co



The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU THAT YOU SUMMON E. H. Saulsberry and R. B. Moore  
partners under the firm name and style of E. H.  
Saulsberry & Co.

to appear at the Clerk's office of the Circuit Court of the County of Lee at the court-house thereof, at the Rules to be holden for said Court, on the 3rd Monday in October 1900, ~~189~~, to answer a bill in chancery, exhibited against them in our Court by

James M. Allen and A. M. Miller late Merchants  
and partners under the style and firm of the  
Star Clothing & Shoe Co. And have then there

this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the 10th day of October 1900 ~~189~~, and in the 12<sup>a</sup> year of the Commonwealth.

A. B. Munsey Clerk.  
A copy—Teste: A. B. Munsey Clerk.



The plaintiffs in this suit having made affidavit as required by law; It is hereby ordered that the officer to whom this writ is directed do attach the estate of the defendants; or so much thereof as may be necessary to satisfy the amount of \$101.30 with interest thereon from the 29th day of August 1900, claimed in this suit and the subject keep to answer the future order of the Court, This the 10th day of October 1900

A. B. Munsey Clerk

VS. { SUBPOENA  
IN CHANCERY.

p. q.

To Rules.  
CIRCUIT COURT.



The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU THAT YOU SUMMON E. H. Saulsberry and R. B. Moore  
partners under the firm name and style of E. H.  
Saulsberry & Co.

to appear at the Clerk's office of the Circuit Court of the County of Lee at the court-house thereof, at the Rules to be holden for said Court, on the 3rd Monday in October 1900, ~~189~~, to answer a bill in chancery, exhibited against them in our Court by James M. Allen and A. M. Miller late merchants  
and partners under the style and firm of the Star  
Clothing & Shoe Co. And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the 10th day of October 1900 ~~189~~, and in the 12<sup>th</sup> year of the Commonwealth.

A. B. Munsey Clerk.

A copy—Teste: \_\_\_\_\_ Clerk.



The plaintiffs in this suit having made affidavit as required by law: It is hereby ordered that the officer to whom this writ is directed to attach the estate of the defendants, or as much thereof as may be necessary to satisfy the amount of \$101.30 with interest thereon from the 29th day of August 1900, claimed in this suit, and the subject keep to answer the future order of the Court, this the 10th day of October 1900

A. B. Murray Clerk

Star Clothing Co  
J. M. Allen et al  
VS. { SUBPOENA  
IN CHANCERY.

E. H. Saulsberry & Co

Russington Bros. p. q.

To 2nd October Rules.

CIRCUIT COURT.

for W. J. Withgate  
Dece. Recd.  
J. B. B. Ad.  
11th, 1900

This attachment presented on the 11th day of Oct. 1900 at 8 A. M., by bringing on a quantity of boxes of shoes in lot bought in Springfield Mo., and returned at about 7:00. as the property of Star Clothing Co. Also further returned on the 11th day Oct. 1900 by delivering to J. B. B. more a true copy of attachment in summons and order of attachment in and thereon. This Oct. 11th, 1900



CERTIFICATE OF  
ORDER OF PUBLICATION.

I, A. M. Goins, Editor of the SOUTH-  
WEST VIRGINIAN, a weekly newspa-  
per published at Jonesville, Lee County,  
Va., do hereby certify that the annex-  
ed notice was published in said paper  
once a week for four successive weeks,

commencing on the 18<sup>th</sup> day of

Oct., 1900.

A. M. Goins, EDITOR.

FEE, \$6.60.

Order of Publication.

VIRGINIA.—In the Clerk's Office of  
the Circuit Court of the County of  
Lee on the 10th day of October, 1900.

James M. Allen and A. M. Miller,  
late merchants and partners under  
the style and firm name of the Star  
Clothing & Shoe Co., Plaintiffs,  
against

E. G. Saulsberry and R. B. Moore,  
partners in trade under the style of  
E. G. Saulsberry & Co., Defendants.

IN CHANCERY,

The object of this suit is to recover from  
the said defendants the sum of \$101.30  
with interest thereon from the 29th day of  
August, 1900, till paid, and to attach a suf-  
ficiency of the estate of said defendants in  
Lee County to pay the same and the costs  
of this suit.

And an affidavit having been  
made and filed that the defendants E. G.  
Saulsberry and R. B. Moore are not resi-  
dents of the

State of Virginia, it is ordered that they  
do appear here within fifteen days after  
due publication hereof, and do what may  
be necessary to protect their interest in  
this suit. And it is further ordered that a  
copy hereof, be published once a week for  
four weeks in the Southwest Virginian,  
and that a copy be posted at the front door  
of the court house of this County on the  
first day of the next term of the County  
Court.

A copy—Teste:

A. B. MUNSEY, Clerk.

Pennington Bros. p. q. 10-18-00-4w



ORDER OF PUBLICATION.

Geo. M. Allen et al.

VS.

IN CHANCERY.

E. G. Saulesberry et al.

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FEE \$6.60



Pleffs Costs

Clerk 5.62  
 Tax 1.50  
 Shff 1.00  
 Printer 6.60  
 atty 15.00  
 J P 10.25  
 Roots 3.00

~~22.97~~  
~~15.5~~  
~~44.52~~

Deflts Costs

Clerk 80<sup>c</sup>  
 NP 75<sup>c</sup>  
 \$1.55

Star Clothing + Shoes

vs } Bill in Chanc

W. G. Saulsbury & Co

1900, 2<sup>nd</sup> October rules Bill  
 Sepa accepted attachment levied + D. M.

" 1<sup>st</sup> November rules taken  
 the last Monday in October  
 D M Confd + Cause set for hearing

March Term 1901 Decree find  
 Order Book No 6 Page 534